

SPECIAL ORDER NO. 30

June 23, 2009

**SUBJECT: DEPARTMENT MANUAL SECTION 4/203.75, BOARD-UP
PROCEDURES - RESIDENTIAL LOCATIONS - REVISED**

PURPOSE: There have been incidents where extenuating circumstances justified having responding officers make minor repairs at residential locations when a resident or responsible party (R/P) is present but unable to secure the location. This Order amends Department Manual Section 4/203.75, to allow officers, at the discretion of a supervisor, to remain at scene or make minor repairs when the R/P is present and unable to secure their residence due to exigent circumstances.

PROCEDURE:

- I. OFFICER'S RESPONSIBILITIES.** An officer responding to an incident involving an unsecured residential location shall attempt to locate or telephonically contact the R/P. If attempts to contact the R/P are unsuccessful, or when the R/P is present but unable to secure the location due to exigent circumstances, the officer shall notify a supervisor and be guided by the supervisor's advice.
- II. SUPERVISOR'S RESPONSIBILITIES.** When notified, a supervisor shall respond to the location and ensure that reasonable attempts have been made to locate the R/P for the residence. When all options have been exhausted and an R/P is not located, the supervisor shall determine if a unit should remain at the scene or if minor repairs will secure the location. Where an R/P is present and unable to secure the location due to exigent circumstances, the supervisor may, at his or her discretion, opt to direct the officers to make minor repairs to secure the location. When the supervisor opts to direct the officers to make minor repairs, and/or materials or tools are not available at the location, the supervisor should:

 - * Present a Waiver Form, Form 15.90.00, for the R/P's signature;
 - * Dispatch a unit to Property Division (Parker Center or Valley Section) to retrieve the appropriate supplies (i.e., plywood, nails, hammer, or saw, etc.);
 - * Ensure that officers have made the necessary repairs to secure the location and returned the unused supplies to Property Division;

- * Document the incident on the Sergeant's Daily Report, Form 15.48.00; and,
- * Attach the completed Waiver Form to the Sergeant's Daily Report.

Note: If the R/P is unwilling to sign a Waiver Form, no repairs shall be made.

III. WAIVER FORM, FORM 15.90.00 - ACTIVATED. The Waiver Form, Form 15.90.00, is activated.

A. Use of Form. This form shall be used to indemnify and hold harmless the City of Los Angeles when officers repair a residence when the R/P is present, but unable to secure the location due to exigent circumstances.

B. Completion. Completion of the form is self-explanatory.

C. Distribution.

1 - Original, shall be attached to the Daily Field Activities Report, Form 15.52.00.

1 - TOTAL

FORM AVAILABILITY: The Waiver Form will be available in LAPD Forms on the Department's Local Area Network. A copy of this form is attached for duplication and immediate use.

AMENDMENTS: This Order amends Section 4/203.75 and adds Section 5/15.90.00 to the Department Manual.

AUDIT RESPONSIBILITY: The Commanding Officer, Internal Audits and Inspections Division, shall monitor compliance with this directive in accordance with Department Manual Section 0/080.30.



WILLIAM J. BRATTON
Chief of Police

Attachment

DISTRIBUTION "D"

City of Los Angeles
BOARD-UP PROCEDURES
WAIVER AND RELEASE FORM

I, _____, as the Responsible Party of said residence located at

_____do hereby agree that all repair work at said residence is complete and satisfactory and do expressly waive, release, discharge, indemnify and hold harmless the City of Los Angeles (City), including but not limited to the Los Angeles Police Department (Department), its employees, Commission members, agents, attorneys, and volunteers from any and all claims, demands, causes of action, damages and liability of any kind or description, related to or arising out of the repair work provided by the City or its contractors at the address listed above.

This Waiver and Release extends to all claims or demands of every nature and kind whatsoever, known or unknown, suspected or unsuspected, existing, claimed to exist, or which may hereinafter arise out of or result from repair work performed by the City or its contractors at the residence listed above, and I hereby waive the provisions of Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

No member, official, employee, agent, or volunteer of the City shall be personally liable to signed party or any successor in interest, as a result of any repair work at the address listed above. This Waiver and Release is the only and entire agreement between the signed party below and the City and we have not relied on any other statements made by employees or others on behalf of the City or the Department with respect to this matter.

By signing below, I acknowledge that I have read, fully understand and agree to comply with all of the terms and conditions of this Waiver and Release.

Signed: _____

Dated: _____

Signed: _____

Dated: _____